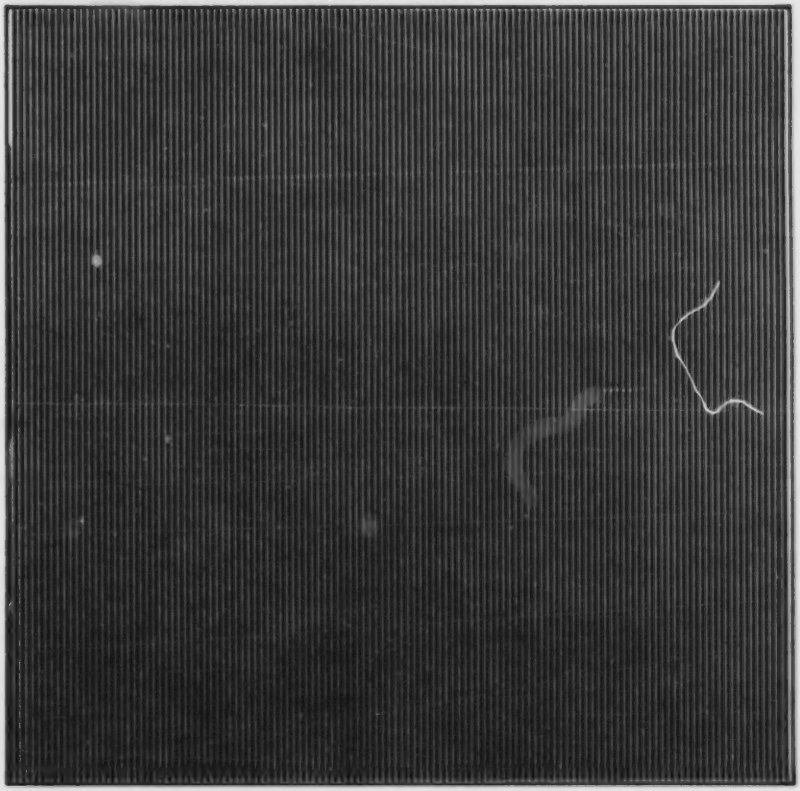
Manitoba
Culture, Heritage
and Recreation
Manitoba
Centennial Centre
Corporation

Employees' Agreement

Manitoba Centennial Centre Corporation

March 1988 to March 1991



MANITOBA CENTENNIAL CENTRE CORPORATION EMPLOYEES' AGREEMENT

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MANITOBA CENTENNIAL CENTRE CORPORATION EMPLOYEES' AGREEMENT
PROVINCE OF MANITOBA

This Agreement entered into this 22nd day of April, 1988 between the Manitoba Centennial Centre Corporation, 555 Main Street, Winnipeg, Manitoba, hereinafter referred to as the Corporation and the Manitoba Government Employees' Association, Manitoba Centennial Concert Hall Component, hereinafter referred to as the Association.

WITNESSETH:

That for the purpose of promoting co-operation and understanding between the Corporation and its employees affected hereby and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees, the parties hereto agree as follows:

INTERPRETATION

1:01 In this Agreement, unless the context otherwise requires, the expression:

(a) "anniversary date" or "increment date" means the first of the following quarterly dates, or the first of the bi-weekly pay period that includes the said anniversary date, which falls immediately after the completion of one year of continuous service: April 1st, July 1st, October 1st, January 1st.

(b) "casual employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.

(c) "classification" means one or more positions which are sufficiently similar in duties, responsibilities, skills and knowledge required to be given the same occupational title.

(d) "continuous service" or "continuous employment" means employment with the Corporation where there has been no break in service involving termination of employment.

(e) "department" means a department of the Corporation.

(f) "employee" means an employee within the bargaining unit of the Manitoba Centennial Centre Corporation.

(g) "merit increase" means an increase in the rate of pay of an employee of at least one step in the pay range of his classification.

(h) "part-time employee" means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

(i) "position" means a position of employment with the Corporation.

(j) "promotion" means a change of employment with the Corporation from one position to another having a higher maximum salary.

1:02 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

DURATION OF AGREEMENT

2:01 This Agreement shall become effective from and including the date of signing and shall continue in effect up to and including the 22nd day of March, 1991, and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least forty-five (45) calendar days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, the provisions of the Agreement shall remain in full force and effect without change.

2:02 Where notice for revision of this Agreement is given under section 2:01, the party giving notice agrees to deliver to the other its written proposals for the revision of the Collective Agreement at least thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) calendar days following receipt of the proposals for revision to the Agreement, commence collective bargaining.

APPLICATION OF AGREEMENT

3:01 This Agreement shall apply to:

a) All full time and part-time permanent employees of the Corporation excluding however, incumbents of the following positions:

Chief Accountant
Building Superintendent
Chief of Security
Assistant Manager - Concert Hall
Plant Superintendent
Manager, Properties and Rentals
Executive Director
Private Secretary to Executive Director
Members of I.A.T.S.E. Local 63

CORPORATION RIGHTS

4:01 All the functions, rights, powers and authority which the Corporation has not specifically abridged, delegated or modified by this Agreement are recognized by the Association as being retained by the Corporation.

ASSOCIATION DUES CHECK OFF

5:01 All employees to whom this Agreement applies shall have an amount equal to the current bi-weekly Association dues deducted by the Corporation from each bi-weekly pay. Such dues shall be forwarded to the Association bi-weekly, together with a list of the names of employees from whom deductions have been made with the amount of dues so deducted indicated opposite each name.

5:02 The Association agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Corporation.

PAY PLAN

6:01 The provisons of the Pay Plan after being mutually agreed upon by both parties hereto, are incorporated into and shall form part of this Agreement.

6:02 Salary earned shall be paid on the basis of the bi-weekly rates shown in the Pay Plan.

6:03 An employee who does not work during every working day in the applicable pay period and by reason thereof is not entitled to be paid an amount equal to the salary for the pay period, is entitled to be paid an amount equal to the applicable daily rate for his step multiplied by a number comprising the number of days actually worked in that pay period plus any holiday or holidays in that period for which the employee is entitled to pay.

6:04 Procedure for amending the Pay Plan in respect to the establishment of pay ranges for new classes of employees and the adjustments of pay ranges for existing classes of employees covered by this Agreement, shall be by joint negotiations between both parties hereto.

6:05 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Corporation shall consult with the Association and shall amend the Pay Plan to give effect to the required change. In no case shall such pay range be less than already existing for the classification.

MERIT INCREASES

7:01 An employee is eligible to receive a merit increase on his anniversary date if the Corporation considers his work performance to be satisfactory.

7:02 Where the Corporation intends to withhold an employee's merit increase, the employee shall be given written notice prior to his anniversary date stating the reason(s) for which the merit increase is being withheld.

7:03 Where an employee's merit increase is not granted on his anniversary date, such merit increase may be granted to the employee on the next or any subsequent anniversary date following the one upon which the merit increase was withheld provided the reason for withholding the merit increase is remedied and ceases to exist.

PERSONNEL SELECTION

8:01 Subject to Section 11:05, the Corporation shall, wherever possible, fill vacant or new positions by competition from within its present staff. The selection of employees who apply shall be on the basis of ability, qualifications and prior work performance. Where, in the opinion of the Corporation ability, qualifications and prior work performance are considered equal, seniority shall be the determining factor.

8:02 When a vacancy occurs within the bargaining unit, the Corporation shall bulletin the position specifying a closing date at least five (5) working days after the date on which the position is bulletined and all employees of the Corporation shall be eligible to apply. The closing date for a bulletin may be altered by mutual agreement of the parties.

8:03 Where response to a bulletin, in the opinion of the Corporation, fails to provide a suitably qualified candidate, the Corporation shall be at liberty to fill the vacancy in any manner it chooses.

8:04 Wherever possible, the Corporation shall endeavour to fill any vacancy within a reasonable period following the closing date of the bulletin.

8:05 Where an employee has submitted an application to a bulletined position, the Corporation shall issue a written reply to the employee, within ten (10) working days following the date of selection of the successful candidate, advising him of the outcome. Upon written request from the employee within (10) working days of the date of the receipt of the written reply, the Corporation agrees to discuss the reason(s) why he was not the successful candidate and at the employee's option, he shall have the right to have a representative present at such time.

8:06 Where an employee is promoted to another classification, he shall be paid at a rate of pay set out in the pay range for that classification that is at least one full increment more than the rate of pay he was being paid in his former classification, but in no case shall the new rate exceed the maximum rate of pay for the new classification.

TEMPORARY APPOINTMENT WITH ACTING STATUS

9:01 Where the Corporation certifies that a person employed in one position has temporarily taken over and has continued to perform for eleven (11) or more consecutive working days, the duties and responsibilities of some other position within the bargaining unit having a higher grade of pay, he shall be appointed temporarily to that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

PROBATION

10:01 Every person appointed to a position within the bargaining unit shall be on probation for a period of six (6) months or for such longer period of time as the Corporation may, after discussion with the Association, determine for the employee in question. At any time during this period, a new employee may be rejected by the Corporation and notwithstanding any provisions of this Agreement, there shall be no grievance against such rejection.

10:02 If an employee is rejected on probation after promotion or transfer, the Corporation shall relocate the employee in another position at his previous classification and salary.

LAY-OFF AND RECALL PROCEDURE

11:01 Subject to consideration of their respective abilities, qualifications and records of performance, employees will be laid off in order of seniority from the classification in which the lay-off is to take place, starting with the most junior in that classification and proceeding in ascending order to the most senior. Where there are part-time employees in the classification from which the lay-off is to take place they shall be laid off prior to the lay-off of any full-time employee.

11.02 An employee who is being laid off shall receive written notice from the Corporation of the date on which he is to be laid off at least four (4) weeks prior to that date.

11:03 Continued overtime shall not be worked in any area of employment where a lay-off of employees is in effect.

11:04 An employee who is laid off shall have his name placed on a re-employment list and the Corporation shall provide the Association with a copy of such re-employment list and any alterations to it.

11:05 Employees whose names appear on the re-employment list shall be recalled to fill any vacant or new position in order of seniority starting with the most senior and descending in order to the most junior, provided they are able and qualified, in the opinion of the Corporation, to do the work of the vacant or new position.

11:06 An employee will be given notice of recall to work by registered letter sent to his last known address. If within seven (7) calendar days of the receipt of such notice, an employee fails to report for work, or fails to advise the Corporation that he will report for work within fourteen (14) calendar days, he shall be considered to have voluntarily resigned.

11:07 Where an employee whose name appears on the re-employment list has not been called back to work within one year from the date he was laid off or has resigned from the re-employment list, he shall have his name removed from the re-employment list and shall cease to be an employee.

RESIGNATIONS

12:01 An employee who wishes to resign shall provide the Corporation with a written notice which specifies the date the resignation is to be effective, at least two (2) weeks prior to that date. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Corporation.

12:02 Where an employee fails to give notice of resignation in compliance with Section 12:01, the Corporation may deduct from any monie due or accruing to him, the amount of money that the employee would have earned in the regular hours in the period in respect of which notice should have been given.

12:03 An employee may, with the approval of the Corporation, withdraw his notice of resignation at any time before his resignation is to become effective.

12:04 Where an employee is absent without leave for a period of five (5) consecutive working days, without giving an explanation acceptable to the Corporation, he shall be considered to have abandoned his position and shall be deemed to have resigned effective the last date on which he was present at work and performed his regular duties.

DISCIPLINARY ACTION

13:01 Where an "Excluded" person having supervisory authority over another employee believes that disciplinary action of the other employee is necessary, he may take such disciplinary action, including suspension or dismissal, as is warranted.

13:02 No employee of the Corporation shall be subject to disciplinary action without just cause.

13:03 Where disciplinary action other than an oral reprimand has been taken, the employee shall be given a written report which outlines the circumstances which made the disciplinary action necessary.

GRIEVANCE PROCEDURE

14:01 An employee may:

a) Complain or grieve about any alleged unjust treatment or discrimination or alleged unfair working conditions through Steps 1, 2 and 3 inclusive of the grievance procedure; and

b) Grieve through Steps 1 to 4 inclusive on:

i) the application or interpretation or alleged violation of the articles of this Collective Agreement; or

ii) any matter involving salary administration; or

iii) any action resulting in dismissal, suspension, demotion or financial penalty. In the case of a dispute arising from demotion, suspension, or dismissal, the grievance shall initially be presented at Step 2.

Step 1: Within ten (10) working days following the date on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee and/or his representative shall present the signed grievance in writing to the department head stating the redress requested. The department head shall issue his decision in writing to the employee within ten (10) working days of the receipt of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the employee shall have the right to refer the grievance to the Executive Director within ten (10) working days of the receipt of the decision from Step 1. The Executive Director shall issue a decision in writing to the employee and the Association within ten (10) working days from the receipt of the grievance at Step 2. The Executive Director shall hold a hearing to discuss the grievance with the employee and his steward and/or Association representative before giving a decision on the grievance.

Step 3: Where the grievance is not satisfactorily resolved at Step 2 the employee shall have the right to refer the grievance to the Chairman of the Board of Directors of the Corporation within ten (10) working days of the receipt of the decision at Step 2. The Chairman or his designate shall issue a decision in writing to the employee and the Association within ten (10) working days of receipt of the grievance. The Chairman or his designate may hold a hearing to discuss the grievance with the employee and the Association representative before giving a decision on the grievance.

Step 4: Where the decision of the Chairman or his designate on any matter identified in Section 14:01 as being arbitrable is unsatisfactory to the employee and to the Association, it may be submitted to Arbitration in accordance with the procedure as set forth in Section 14:02.

14:02 a) Where a difference arises between the parties hereto relating to a matter which is identified in Section 14:01 as being arbitrable either of the parties may, within fifteen (15) working days from the receipt of the decision at Step 3, notify the other party in writing of its desire to submit the matter to Arbitration.

b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Sub-Section :02 (a) shall so state.

i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.

ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :02 (c) within ten (10) working days.

iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

14:02 c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Sub-Section :02 (a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:

i) The party who receives the notice shall, within fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its appointee to the Arbitration Board.

ii) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairman.

iii) Where the two appointees fail to agree on the appointment of a Chairman, either party may request the Minister of Labour to appoint a Chairman.

iv) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to theBoard and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.

v) The Chairman and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.

d) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.

e) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.

f) The Chairman shall submit a report on the findings and the decision of the Board within fourteen (14) working days following the completion of the hearing to:

i) The Executive Director of the Manitoba Centennial Corporation;

ii) The grievor;

iii) The Manitoba Government Employees' Association

g) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.

h) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.

i) The Chairman shall expressly confine himself to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.

j) Where either a suspension and/or dismissal is proceeded with to Arbitration and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the suspension and/or dismissal, the Arbitration Board shall have the authority to either rescind, vary, or uphold the decision of the Corporation.

k) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:

   i) The parties to the Arbitration shall each pay an equal portion of the remuneration and expenses of the Chairman of the Arbitration Board.

   ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.

   iii) Each party to the Arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.

   iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.

v) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the Arbitration.

14:03 Any grievance which is not presented to the next subsequent step within the prescribed time limits shall be deemed to have been abandoned and all rights of recourse for that particular grievance shall be at an end.

14:04 Any of the time limits as stated in this article may be extended by mutual agreement.

14:05 The grievance may be clarified at any step providing its substance is not changed.

HOURS OF WORK

15:01 All employees shall come within one of the following categories and shall work the hours designated for that particular group.

a) Office Personnel - 8:30 A.M. to 4:30 P.M. each day except Saturday and Sunday.

b) Operational Personnel - (including maintenance, security, parking lot, building service), eight (8) consecutive hours in each work day and forty (40) hours in each week.

Where the nature of the work or the exigencies of the service are such that it is not possible to observe the hours prescribed in Section a), the Corporation may fix different hours of work.

15:02 The shifts outlined in Section 15:01 shall not be less than five (5) working days.

15:03 Any portion of one-half hour lost due to the late arrival of an employee in his work area may result in a reduction of one-half hour's pay credited to that employee for that working day.

15:04 All employees coming within category 15:01(a) shall be allowed one (1) hour off each day for lunch.

15:05 All employees coming within category 15:01(b) shall be allowed twenty (20) minutes off each shift for lunch.

15:06 All employees shall be allowed two rest periods of fifteen (15) minutes each per day.

OVERTIME

16:01 i) Employees who are required to work authorized additional hours beyond normal hours of work, or for call-out between the hours of 8:00 A.M. and 12:00 midnight, shall be compensated for such additional hours of work at a rate of pay which is one and one-half times (1 1/2x) their normal rate of pay.

ii) Employees who are required to work on a day of rest are entitled to compensation at double time (2x) for all time worked.

iii) In all cases where an employee is called out to work additional hours, he shall receive for the work a minimum payment equivalent to four hours at his normal rate of pay, provided that the period of overtime worked by the employee is not contiguous to his scheduled working hours.

16:02 At the employee's option, overtime approved by the Corporation shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee the equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation.

16:03 If accumulated banked hours have not been granted by way of compensatory leave or payment in lieu thereof, prior to the end of the fiscal year, payment shall be made within thirty (30) days following the end of the fiscal year. When payment in lieu is made, it shall be at the rate at which the hours were worked in the previous fiscal year.

SHIFT PREMIUM

17:01 An employee who works a shift where half or more of the hours are worked between 6:00 P.M. and 6:00 A.M. shall be eligible to receive a shift premium of four ($4.00) dollars per shift in addition to his regular pay.

Effective September 24, 1988 such shift premium shall be increased to four dollars and forty cents ($4.40).

Effective September 23, 1989 such shift premium shall be increased to four dollars and sixty cents ($4.60).

Effective Setpember 21, 1990 such shift premium shall be increased to four dollars and eighty cents ($4.80).

17:02 An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing another employee who would have received the shift premium if he had worked the shift. An overtime shift is defined as a full shift, i.e. eight (8) hours which is worked by an employee on an overtime basis.

17:03 The shift premium shall not be included in the calculation of overtime, superannuation, group life insurance, sick leave, vacation pay, or any other employee benefits.

WEEKEND PREMIUM

18:01 An employee shall receive thirty-five cents (35c) premium for all regular hours of work or portions thereof on a Saturday or Sunday.

Effective September 24, 1988 such weekend premium shall be increased to forty cents (40c).

Effective September 23, 1989 such weekend premium shall be increased to forty-five cents (45c).

Effective September 21, 1990 such weekend premium shall be increased to fifty cents (50c).

18:02 An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if he or she had worked.

18:03 The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

HOLIDAYS

19:01 The following holidays shall be observed by the Corporation:

a) New Year's Day
b) Good Friday
c) Easter Monday
d) Victoria Day
e) Dominion Day
f) Civic Holiday
g) Labour Day
h) Thanksgiving Day
i) Remembrance Day
j) Christmas Day
k) Boxing Day
l) Any other holiday proclaimed by Federal or Provincial Statute.

19:02 Where any of the holidays in Section 19:01 falls on a Saturday, the preceding working day shall be observed as a holiday in lieu thereof, and where any of the holidays falls on a Sunday, the first working day following the holiday shall be observed as a holiday in lieu thereof.

19:03 Corporation offices shall be closed at one o'clock in the afternoon on December 24 when that day is a normal working day and this day shall be considered as a full working day for purposes of calculation.

19:04 An employee who is in the employ of the Corporation at the time of a holiday and who does not work on the holiday is entitled to be paid his regular wages for such holiday except where:

a) he was scheduled to report for work on the day of the holiday and did not, unless his absence was due to illness; or

b) he was absent from work without the Corporation's consent either on the regular working day immediately preceding or following the holiday unless his absence was due to illness.

19:05 Where an employee has been terminated or laid off by the Corporation prior to the day of the holiday, he is entitled to be paid his regular wages for the holiday providing he has earned wages for part or all of at least fifteen of the thirty calendar days immediately preceding the holiday.

19:06 An employee is not entitled to pay for a holiday where he has voluntarily terminated his employment prior to the day of the holiday.

19:07 The holiday pay for an employee eligible under Section 19:04 or 19:05 whose hours of work and/or wages vary from day to day shall be equivalent to his average daily earnings, exclusive of overtime, for the days on which he worked during the thirty (30) calendar days immediately preceding the holiday.

19:08 Where an employee is required to work on a holiday listed in Section 19:01, he shall be compensated for all time worked at one and one-half times (1 1/2x) his normal rate of pay, in addition to holiday pay if he is so eligible under Section 19:04, or he shall, at his option, be allowed equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation. If suitable compensatory leave cannot be agreed upon within thirty (30) calendar days of the holiday, the employee shall receive payment.

VACATIONS

20:01 For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

20:02 Employees shall earn vacation leave credits on the following basis:

a) employees who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.

b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.

c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.

d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1 1/4) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds (1 2/3) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth (2 1/2) days per complete month of service.

20:03 An employee appointed on the first working day of the month shall earn vacation credits from that date. An employee appointed on any working day other than the first working day of the month, shall earn vacation credits from the first of the month following the date of his employment.

20:04 When computing vacation leave:

a) any fraction of a day equal to or greater than one-half shall be computed as a half day; and

b) any fraction of a day less than one-half shall be computed as nothing.

20:05 An employee with less than one vacation year's service is eligible for vacation with pay for a period calculated on the basis of one and one-quarter (1 1/4) working days for each full month of service prior to the thirty-first day of March following the date of employment, but such vacation shall be taken in the following vacation year, with the exception of the vacation advance referred to in Section 20:06(b). (Example: Five months completed service prior to March 31st - 5 x 1 1/4 days = 6 1/4 or 6 working days of vacation).

20:06 a) With the exception of the conditions referred to in subsection (b), vacation leave shall not be taken in advance of when it is earned.

b) Vacation leave up to a maximum of five (5) days may be granted in advance to a new employee during the first four months of service. Earnings in excess of five (5) days in that vacation year must be taken in the year following the vacation year in which it is earned.

c) If, as a result of the application of subsection (b), an employee has used more vacation leave than he has earned and his services are terminated for reason other than lay-off or death, the salary over-payment resulting from the use of unearned vacation shall be recovered by the Corporation.

d) Vacation leave may be taken only with the consent of the Corporation.

e) The Corporation may authorize vacation leave to commence on any day.

f) Subject to subsections (b) and (g), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

g) The Corporation may authorize that vacation leave be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one consecutive year.

h) The Corporation may authorize an employee to take his vacation leave in two or more periods.

20:07 a) Where the Corporation finds it necessary to restrict the whole or part of the vacation leave of an employee, it may authorize payment of salary in lieu of vacation. Such payment of salary in lieu of vacation shall not be subject to superannuation or group life insurance deductions.

b) An employee whose vacation leave has been restricted as indicated in subsection (a), subject to Section 20:06(d) and (h), may elect to postpone his unexpended vacation leave until the next following year.

20:08 Subject to the requirements of a department, vacation leave shall be rotated regardless of seniority of employment.

20:09 Where for any reason other than death, an employee leaves the Corporation after having been granted more vacation leave than he has earned in accordance with this Agreement, he shall repay the Corporation all salary paid for such excess period of vacation leave.

20:10 Where an employee who has not received any or all of the vacation leave to which he is entitled under this Agreement, dies or leaves the Corporation, he or his estate shall be entitled to receive the unexpended vacation credits that are owing to such employee. The payment of such credits shall be made at the employee's last regular rate of pay that was in effect at the time that the employee died or left the Corporation.

20:11 Vacation credits shall not accumulate for each month or portion thereof greater than one-half, during which an employee is on leave of absence without pay.

SICK LEAVE

21:01 The Corporation shall grant sick leave with pay to an employee.

21:02 The sick leave to which an employee is entitled shall accumulate:

a) During the first four years of his service at the rate of one-half (1/2) working day per bi-weekly pay period; and

b) After the first four years of service, at the rate of one (1) working day per bi-weekly pay period.

21:03 Subject to sections 21:04 and 21:05, sick leave shall not accumulate beyond two hundred and eight (208) working days.

21:04 The Corporation may grant, in addition to the sick leave accumulated under this Agreement:

a) To an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and twenty-eight (228) working days;

b) To an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty-eight (228) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and fifty-six (256) working days; and

c) To an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during his years of service, an additional period of sick leave with pay which additional leave will increase his total sick leave for all his years of service to not more than two hundred and ninety-six (296) working days.

21:05 With the approval of the Board of Directors of the Corporation, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section 21:04.

21:06 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Section 21:02.

21:07 An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of his appointment.

21:08 Sick leave may be granted in advance of its being earned by a new employee during the first six months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee has used more sick leave than he has earned and his services are terminated for a reason other than lay-off or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Corporation.

21:09 Sick leave shall not accumulate during periods where an employee is absent from work for more than ten (10) consecutive working days on:

a) sick leave; or

b) Workers' Compensation; or

c) approved leave of absence with or without pay.

21:10 Where an employee is absent because of illness, he shall endeavour to notify his immediate superior of his absence due to illness at least one hour prior to and not more than thirty minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

21:11 Where an employee is absent because of sickness for a period of more than three consecutive working days, he shall provide a certificate of a duly qualified medical practitioner or a sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to furnish a certificate or statutory declaration acceptable to the Corporation, he shall not be entitled to be paid for the period of his absence.

21:12 Within fourteen (14) calendar days of the date of his return to work, the Corporation may require an employee who has been absent because of illness for a period of three working days or less, to furnish a certificate of a duly qualified medical practitioner or a sworn statutory declaration certifying that the employee was unable to be present at work because of illness. Failure to produce a certificate or statutory declaration acceptable to the Corporation will result in a loss of pay for the period of absence.

21:13 Where an employee has been absent for a period of three working days or less because of sickness, he shall complete and submit a return on a form as required by the Corporation.

21:14 Where an employee becomes ill and/or is hospitalized during his scheduled annual vacation, provided the period of illness and/or hospitalization is over three (3) days, the Corporation may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave up to a maximum of ten (10) days. The employee will be required to provide a certificate of a duly qualified medical practitioner acceptable to the Corporation or proof of hospitalization acceptable to the Corporation.

MATERNITY LEAVE

22:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

22:02 In order to qualify for Plan A, a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the Corporation;

b) submit to the Corporation an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

c) provide the Corporation with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

22:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or

b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.

22:04 Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

22:05

a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against her Unemployment Insurance waiting period;

b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Corporation for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

22:06 Effective the latter of:

a) the bi-weekly pay period following the date of signing, or

b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

22:07 In order to qualify for Plan B a pregnant employee must:

a) have completed nine (9) continuous months of employment for or with the Corporation;

b) submit to the Corporation an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the applicaltion as the day on which she intends to commence such leave;

c) provide the Corporation with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the Corporation with proof that she has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

22:08 An applicant for Maternity Leave under Plan B must sign an agreement with the Corporation providing that:

a) she will return to work and remain in the employ of the Corporation on a full time basis for at least six (6) months following her return to work, and

b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Corporation, and

c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Corporation for the full amount of pay received from the Corporation as a maternity allowance during her entire period of maternity leave.

22:09 An employee who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07(c), or

b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :07(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.

22:10 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follow:

a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;

b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and 93% of her weekly rate of pay,

c) all other time as may be provided under Section 21:09 shall be on a leave without pay basis.

22:11 Plan B does not apply to part-time employees or employees subject to lay-off.

22:12 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement. The application of this Section is limited to maternity leaves commencing on and after March 31, 1985.

22:13 Sections 34(1.1) through 34(1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

PATERNITY LEAVE

23:01 A male employee shall be granted one (1) day's leave with pay to attend to needs directly related to the birth of his child. Such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from, hospital.

ADOPTIVE PARENT LEAVE

24:01 Upon written request to the Executive Director, an employee who has adopted a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The employee may be required to furnish proof of adoption.

24:02 An employee shall be granted one (1) days leave with pay to attend to needs directly related to the adoption of his child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

COMPASSIONATE LEAVE

25:01 An employee shall be entitled to compassionate leave for a period up to three (3) days without loss of salary in the event of the death of a member of an employee's immediate family.

25:02 For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

25:03 An employee shall be entitled to special leave up to a maximum of one (1) day, without loss of salary, for attending a funeral as a pallbearer or in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-inlaw, father-in-law or grandchild.

25:04 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

25:05 For other purposes, such as dangerous illness in the immediate family, up to a maximum of five (5) days in any one fiscal year (April 1 - March 31 inclusive) may be granted at the discretion of the Corporation; such leave to be charged against the employee's sick leave.

COURT LEAVE

26:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Corporation.

EDUCATIONAL LEAVE

27:01 All employee requests for educational leave shall be submitted to the Executive Director of the Corporation who shall determine the amount of leave and/or assistance, if any, to be provided.

27:02 An employee required by the Corporation to take any course(s) shall receive full pay and benefits and shall, in addition, be reimbursed for his expenses in accordance with the General Manual of Administration.

ACCIDENTS - WORKERS' COMPENSATION

28:01 Where an employee is unable to work, and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of his duties, the employee, if he so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the Workers' Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

28:02 Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers' Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

SEVERANCE PAY

29:01 Employees with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.)

29:02 Where an employee in his or her tenth year of continuous service fails to complete ten (10) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of complete months service completed in his tenth year divided by twelve (12) months.

29:03 Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) week's pay.

29:04 Where an employee in his or her third (3rd) year of continuous service fails to complete three (3) years' continuous employment as a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in his third (3rd) year divided by twelve (12) months.

29:05 The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent lay-off, or death.

RECLASSIFICATION PROCEDURE

30:01 Where an employee considers that his present position is improperly classified, he may apply in writing to the Executive Director requesting reclassification to a different classification within the pay plan. The application to the Executive Director shall include a written statement of the duties and responsibilities and the reasons for the reclassification request.

30:02 Within thirty (30) working days of the receipt of the reclassification request, the Executive Director or his designate shall issue a decision to the employee.

30:03 The Association may appeal the decision of the Executive Director or his designate to the Chairman of the Board within fifteen (15) working days of receipt of the decision. The Chairman of the Board shall issue a decision to the employee within twenty (20) working days of receipt of the appeal.

30:04 The Association may refer the decision of the Chairman of the Board to a board of arbitration within fifteen (15) working days of the receipt of the decision in accordance with the procedure specified in the agreement.

30:05 The time limits in this Article may be varied by mutual agreement of the parties hereto.

30:06 The effective day of a reclassification will be determined by the date the request is formally brought to the attention of the Executive Director.

ASSOCIATION STEWARDS

31:01 The Corporation recognizes the Association's right to elect or appoint Stewards to represent employees and/or the Association.

31:02 The Association agrees that the Corporation shall have the right to consult on the number of Stewards and the jurisdiction of each Steward having regard to the plan of the organization, the distribution of the employees at the work place, and the administrative structure implied by the Grievance Procedure.

31:03 The Association agrees to provide the Corporation with a list of Stewards and any subsequent changes. The Association shall provide appropriate identification for Stewards.

31:04 For complaints of an urgent nature, a Steward shall first obtain the permission of his supervisor before leaving his work to investigate such complaint with the employee and supervisor or Corporation official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his normal duties, the Steward shall notify his supervisor of his return.

31:05 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from his supervisor for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s) of their return.

ASSOCIATION BUSINESS

32:01 Employees shall not conduct Association Business during their working hours unless a leave of absence for that purpose has been granted in accordance with the following procedure:

a) Requests for such leave shall be made in writing by the Association to the Corporation with reasonable advance notice and shall be granted only where operational requirements permit; and

b) Where such leave of absence has been granted under sub-section (a), the Association shall reimburse the Corporation one hundred percent of the wages paid to such employees during the approved absence; and

c) Where such leave of absence results in another employee working overtime to replace the employee on Association Business, the Association shall reimburse the Corporation one hundred percent of the wages so paid.

32:02 Association staff members shall not visit employees during their working hours unless prior approval has been obtained from the employee's excluded supervisor. Such approval will not be unreasonably withheld.

32:03 The Corporation agrees to provide bulletin board space for the Association to post information of interest to its members.

PERFORMANCE REVIEW AND RECORDS FILE

33:01 Upon written request to the Executive Director of the Corporation, an employee's own central records file shall be made available to him twice per year for his examination in the presence of an authorized representative of the Corporation. If he so wishes, the employee may be accompanied by a representative of the Association who shall be named in the request.

33:02 Where a formal written assessment of an employee's performance is made, the employee shall be shown such written assessment and shall sign it indicating he has read it. The employee shall have the right to place his own comments on the assessment and shall, upon request, receive a copy of the assessment.

CONTRACTING OUT

34:01 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, the Corporation agrees to provide the Association with sixty (60) calendar days advance notice during which time the Corporation will meet with the Association to discuss the possibility of alternate employment for the employees affected.

CIVIL LIABILITY

35:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Corporation through the Executive Director of any such notification or legal process;

b) The Corporation shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;

c) The Corporation shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Corporation before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee.

d) Upon the employee notifying the Corporation in accordance with paragraph (a) above, the Corporation and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Corporation shall unilaterally appoint counsel. The Corporation accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

GENERAL PROVISIONS

36:01 The Corporation may, at any time require an employee to have a:

i) psychiatric examination;

ii) physical examination; or

iii) a psychiatric and physical examination.

The cost of any such examination of an employee to be assumed by the Corporation.

36:02 a) Retroactive pay adjustments for the period between the expiration of the old Agreement and the date of the new Agreement shall apply to:

i) employees who are in the employ of the Corporation on the date of the signing of the new Agreement;

ii) employees who have left the Corporation during the abovementioned period but who have taken compulsory retirement or voluntary early retirement in accordance with the provisions of the Civil Service Superannuation Act, or who have died in service;

iii) employees who have left the Corporation during the interim period by reason of being laid off by the Corporation.

b) Upon written request within sixty (60) days from the signing date of this Agreement, the Corporation agrees to pay retroactive salary adjustments to employees who have left the Corporation between the effective date of the Agreement and the date it is signed.

36:03 The Corporation agrees to recognize the existing policy on "Loss or Damage to Personal Effects" and "Meal Allowances During Overtime Work" as outlined in the General Manual of Administration.

36:04 In recognition of the mutual benefits to be derived from joint consultation, the parties agree to a continuation of a Labour/Management Committee to be comprised of two (2) elected employee representatives and one (1) Association staff member, together with equal representation from the Corporation as determined by Management. The Committee shall consult on all matters of common interest to the parties and the frequency of meetings shall be as determined by mutual agreement.

36:05 The Corporation agrees to print this Collective Agreement and further agrees to distribute a copy to each employee on request.

DENTAL PLAN

37:01 The parties agree to the continuation of a dental services plan with such changes as agreed upon in a separate Memorandum of Agreement.

SEXUAL HARASSMENT

38:01 Where an employee is of the opinion that he has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Executive Director of the Corporation.

The Executive Director or his designate will endeavour to resolve the matter in an expeditious and confidential manner.

LONG TERM DISABILITY INCOME PLAN

39:01 The parties agree that the Corporation shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

HEALTH AND SAFETY

40:01 The Corporation and the Association recognize that safety, accident prevention and the preservation of health are of primary importance and that these activities require the combined efforts of the Corporation, employees, and the Association.

40:02 The Corporation will continue to provide its employees with safe working conditions, equiment and materials, and will continue to ensure that all reasonable precautions are taken.

40:03 The Association will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

40:04 Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.

40:05 The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and managers to resolve health and safety concerns.

40:06 The objectives of the Workplace Health and Safety Committee include:

a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;

b) developing practical procedures and conditions to help achieve health and safety in the workplace;

c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

40:07 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of his or her work, the employee shall report that condition to his or her supervisor.

b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.

c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Health and Safety Division without delay.

d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.

40:08 Where an employee has refused to perform work in accordance with Article 40:07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

40:09 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 40:07.

40:10 Disciplinary action shall not be taken against an employee solely for the reason that the employee:

a) made a report under Article 40:07 and

b) refused to work or continue to work under the conditions described under Article 40:07 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.

40:11 Where an employee wilfully takes unfair advantage of the provisions described in Article 40:07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Signed at Winnipeg, Manitoba, this 22nd day of the month of April 1988.

For the Manitoba Centennial Centre Corporation

Witness

Chairman of the Board of Directors

Witness

Executive Director

For the Manitoba Government Employees' Association

Witness

President

Witness

President of the Manitoba Centennial Centre Component

Witness

Negotiator/Vice President of the Component

MEMORANDUM OF AGREEMENT

12-HOUR SHIFT

1. This Memorandum of Agreement covers Maintenance Personnel who are working a twelve (12) hour shift.

2. Except where otherwise stated in this Memorandum of Agreement, all provisions of the collective agreement shall apply to employees on the twelve (12) hour shift.

3. Hours of work shall be:

   8:00 A.M. - 8:00 P.M.

   8:00 P.M. - 8:00 A.M.

   but in no case shall the normal hours of work exceed twelve (12) hours in one day.

4. i) Employees covered by this Memorandum of Agreement shall be eligible for overtime on a regularly scheduled working day after twelve (12) hours of work at time and one-half (1 1/2x).

   ii) An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all time worked.

5. Sick leave shall accumulate in accordance with Article 21 of this Agreement. Where an employee covered by this Memorandum of Agreement is absent because of illness, he shall have his accumulated sick leave credits reduced by 1.5 days for each twelve (12) hour day of sick leave he is granted.

6. An employee who works a 12 hour shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m., shall receive shift premium in accordance with the following formula:

$$\frac{12}{8} \times \text{applicable shift premium} = \text{12 hours shift premium}$$

7. This Memorandum of Agreement shall be effective from the date of signing and shall be attached to and form part of the Manitoba Centennial Centre Employees' Agreement.

For the Manitoba Government Employees' Association

For the Manitoba Centennial Centre Corporation

Witness

Witness

April 22, 1988
Date

MEMORANDUM OF AGREEMENT

HOURS OF WORK - SECURITY AND PARKING LOT PERSONNEL

The parties hereto agree to vary the terms of the Manitoba Centennial Centre Corporation Employees' Agreement as follows:

1. Security and Parking Lot Personnel shall work eight (8) consecutive hours in each day on a schedule consisting of (7 days on - 3 days off), (7 days on - 4 days off).

2. i) Employees covered by this Memorandum of Agreement shall be eligible for overtime on a regularly scheduled working day after eight (8) hours of work.

   ii) Employees required to work on a day of rest are entitled to compensation of double time (2x) for all time worked.

3. Personnel who are assigned to the schedule set out in this Memorandum of Agreement shall be paid in accordance with one of the following salary ranges:

Security						
Security Guard	17,956	18,658	19,360	20,102	20,885	21,687
Effective from	688.31	715.22	742.15	770.60	800.59	831.35
March 27, 1988	9.22	9.58	9.94	10.32	10.72	11.13
Security Guard	18,495	19,218	19,941	20,706	21,512	22,338
Effective from	708.96	736.68	764.41	793.72	824.61	856.29
March 26, 1989	9.50	9.87	10.24	10.63	11.04	11.47
Parking						
Parking Lot Attendant	16,371	16,953	17,595	18,257	18,939	19,701
Effective from	627.56	649.86	674.47	699.85	726.00	755.23
March 27, 1988	8.40	8.70	9.03	9.37	9.72	10.11
Parking Lot Attendant	16,862	17,462	18,123	18,805	19,507	20,293
Effective from	646.39	669.36	694.70	720.85	747.78	777.89
March 26, 1989	8.66	8.96	9.30	9.65	10.01	10.42

For the Association

For the Corporation

April 22, 1988
Date

MEMORANDUM OF AGREEMENT

SUBJECT: Building Maintenance/Security Position

The parties hereto agree to vary the terms of the Manitoba Centennial Centre Corporation Employees' Agreement as follows:

1. The Employee shall work 40 hours in each week on a schedule as follows:

   Building Services - 24 hours
   - Two twelve (12) hour shifts on each weekend (Saturday and Sunday).

   Security - 16 hours
   - Two eight (8) hour shifts on weekdays, normally Monday and Tuesday from 4 p.m. to 12 midnight.

   Where the nature of the work or the exigencies of the service are such that it is not possible to observe the days and hours prescribed above, the Corporation may fix different days and hours of work.

2. i) The Employee covered by this Memorandum of Agreement shall be eligible for overtime on a regularly scheduled working day after 8 hours on Monday or Tuesday or after 12 hours on Saturday or Sunday.

   ii) An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all time worked.

3. This Memorandum of Agreement shall be effective from October 1, 1982.

4. Sick leave shall accumulate in accordance with Article 21 of the Agreement. Where an employee covered by this Memorandum of Agreement is absent because of illness, he shall have his accumulated sick leave credits reduced by 1.0 days for each 8 hour day or 1.5 days for 12 hour day of sick leave granted.

5. Except where otherwise stated in this Memorandum of Agreement, all provisions of the collective agreement shall apply to the Building Maintenance/Security position.

6. The Employee assigned to the schedule set out in this Memorandum of Agreement shall be paid in accordance with the following salary range:

Effective March 27, 1988

19,367	20,139	20,911	21,746	22,623
742.40	772.00	801.60	833.60	867.20
9.28	9.65	10.02	10.42	10.84

Effective March 26, 1989

19,951	20,744	21,537	22,393	23,311
764.80	795.20	825.60	858.40	893.60
9.56	9.94	10.32	10.73	11.17

For the Association

For the Corporation

Date April 22, 1988

MEMORANDUM OF AGREEMENT

SUBJECT: General Pay Adjustment

Effective March 25, 1990 the hourly rates of pay in the Pay Plan will be increased by a General Pay Adjustment to be determined as follows:

1) Calculate the Total Percentage (%) Change in the Winnipeg Consumer Price Index (CPI) All Items as determined by Statistics Canada for the twelve (12) month period from January 1989 to December 1989. The Total % Change is the sum of the percent changes in each of the twelve (12) months in the period.

Total % Change	= % Change in Index from Jan.'88 to Jan.'89	+	Feb.'89 Feb.'88	+.....+ Dec.'89 +.....+ Dec.'88

2) Calculate the Average Percentage (%) Change by dividing the Total % Change by twelve (12). Round to the nearest tenth (1/10th) of a percent.

3) The General Pay Adjustment (GPA) will consist of two components -- (a) a percentage component and (b) a dollar component.

a) Calculate the percentage component of the General Pay Adjustment by dividing the Average Percentage Change by 2 and rounding to the nearest hundredth (1/100th) of a percent.

b) Calculate the dollar portion of the General Pay Adjustment by applying the percentage component to the average bi-weekly salary in the bargaining unit. The hourly amount will be calculated on the basis of the appropriate hours of work for the classification (i.e. 35 or 40 hours per week).

4) The hourly rates for each classification in the Pay Plan will be increased by:

a) applying the percentage component of the GPA
b) then applying the dollar component of the GPA
c) rounding the result to the nearest cent.

On Behalf of the Manitoba Government Employees' Association

On Behalf of the Corporation

Witness

Witness

April 22, 1988
Date

MANITOBA CENTENNIAL CENTRE CORPORATION
MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION
PAY PLAN

OFFICE PERSONNEL

EFFECTIVE 88 03 27
THROUGH 89 03 25

ACCOUNTANT I	24,396	25,035	26,441	27,537	28,706	29,911
	935.20	959.70	1,013.60	1,055.60	1,100.40	1,146.60
	13.36	13.71	14.48	15.08	15.72	16.38
ACCOUNTING CLERK I	17,932	18,607	19,320	20,086	20,853	21,675
	687.40	713.30	740.60	770.00	799.40	830.90
	9.82	10.19	10.58	11.00	11.42	11.87
ACCOUNTING CLERK 2	21,255	22,095	23,008	23,885	24,889	25,893
	814.80	847.00	882.00	915.60	954.10	992.60
	11.64	12.10	12.60	13.08	13.63	14.18
ADMINISTRATIVE SECRETARY 2	16,982	17,621	18,279	18,991	19,666	20,452
	651.00	675.50	700.70	728.00	753.90	784.00
	9.30	9.65	10.01	10.40	10.77	11.20
ADMINISTRATIVE SECRETARY 3	17,932	18,607	19,320	20,086	20,853	21,675
	687.40	713.30	740.60	770.00	799.40	830.90
	9.82	10.19	10.58	11.00	11.42	11.87
CLERK-ACCOUNTING SENIOR	21,255	22,095	23,008	23,885	24,889	25,893
	814.80	847.00	882.00	915.60	954.10	992.60
	11.64	12.10	12.60	13.08	13.63	14.18
CLERK-STENOGRAPHER	17,932	18,607	19,320	20,086	20,853	21,675
	687.40	713.30	740.60	770.00	799.40	830.90
	9.82	10.19	10.58	11.00	11.42	11.87
CLERK-TYPIST	16,398	16,982	17,621	18,279	18,991	19,666
	628.60	651.00	675.50	700.70	728.00	753.90
	8.98	9.30	9.65	10.01	10.40	10.77

OPERATIONAL PERSONNEL

SENIOR ELECTRICIAN	30,573	31,847	33,224	34,664	36,167
	1,172.00	1,220.80	1,273.60	1,328.80	1,386.40
	14.65	15.26	15.92	16.61	17.33

ELECTRICIAN	28,695	29,927	31,200	32,514	33,933	
	1,100.00	1,147.20	1,196.00	1,246.40	1,300.80	
	13.75	14.34	14.95	15.58	16.26	
ELECTRICIAN'S	21,683	22,580	23,457	24,396	25,398	
HELPER	831.20	865.60	899.20	935.20	973.60	
	10.39	10.82	11.24	11.69	12.17	
CARPENTER	25,398	26,441	27,547	28,695	29,927	
	973.60	1,013.60	1,056.00	1,100.00	1,147.20	
	12.17	12.67	13.20	13.75	14.34	
CARPENTER'S	21,683	22,580	23,457	24,396	25,398	
HELPER	831.20	865.60	899.20	935.20	973.60	
	10.39	10.82	11.24	11.69	12.17	
SENIOR MECHANICAL	27,005	28,132	29,300	30,573	31,847	
MAINTENANCE	1,035.20	1,078.40	1,123.20	1,172.00	1,220.80	
TRADESPERSON	12.94	13.48	14.04	14.65	15.26	
MAINTENANCE	21,683	22,580	23,457	24,396	25,398	
OPERATOR B	831.20	865.60	899.20	935.20	973.60	
	10.39	10.82	11.24	11.69	12.17	
MAINTENANCE	20,869	21,683	22,580	23,457	24,396	
OPERATOR A	800.00	831.20	865.60	899.20	935.20	
	10.00	10.39	10.82	11.24	11.69	
MAINTENANCE	18,636	19,325	20,097	20,869	21,683	
HELPER	714.40	740.80	770.40	800.00	831.20	
	8.93	9.26	9.63	10.00	10.39	
	SECURITY PERSONNEL					
SECURITY GUARD	18,240	18,970	19,680	20,452	21,286	22,100
	699.20	727.20	754.40	784.00	816.00	847.20
	8.74	9.09	9.43	9.80	10.20	10.59
	PARKING LOT PERSONNEL					
PARKING LOT	16,695	17,300	17,947	18,636	19,325	20,097
ATTENDANT	640.00	663.20	688.00	714.40	740.80	770.40
	8.00	8.29	8.60	8.93	9.26	9.63

BUILDING SERVICE PERSONNEL

BUILDING SERVICE FOREMAN	20,869	21,683	22,580	23,457	24,396	25,398
	800.00	831.20	865.60	899.20	935.20	973.60
	10.00	10.39	10.82	11.24	11.69	12.17
BUILDING SERVICE WORKER	16,403	17,008	17,634	18,240	18,970	19,680
	628.80	652.00	676.00	699.20	727.20	754.40
	7.86	8.15	8.45	8.74	9.09	9.43

MANITOBA CENTENNIAL CENTRE CORPORATION
MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION
PAY PLAN

OFFICE PERSONNEL

EFFECTIVE 89 03 26
THROUGH 90 03 24

ACCOUNTANT I	25,126	25,784	27,227	28,359	29,564	30,806
	963.20	988.40	1,043.70	1,087.10	1,133.30	1,180.90
	13.76	14.12	14.91	15.53	16.19	16.87
ACCOUNTING CLERK I	18,461	19,173	19,904	20,689	21,474	22,333
	707.70	735.00	763.00	793.10	823.20	856.10
	10.11	10.50	10.90	11.33	11.76	12.23
ACCOUNTING CLERK 2	21,894	22,753	23,702	24,597	25,638	26,679
	839.30	872.20	908.60	942.90	982.80	1,022.70
	11.99	12.46	12.98	13.47	14.04	14.61
ADMINISTRATIVE SECRETARY 2	17,493	18,151	18,826	19,537	20,251	21,073
	670.60	695.80	721.70	749.70	776.30	807.80
	9.58	9.94	10.31	10.71	11.09	11.54
ADMINISTRATIVE SECRETARY 3	18,461	19,173	19,904	20,689	21,474	22,333
	707.70	735.00	763.00	793.10	823.20	856.10
	10.11	10.50	10.90	11.33	11.76	12.23
CLERK-ACCOUNTING SENIOR	21,894	22,753	23,702	24,597	25,638	26,679
	839.30	872.20	908.60	942.90	982.80	1,022.70
	11.99	12.46	12.98	13.47	14.04	14.61
CLERK-STENOGRAPHER	18,461	19,173	19,904	20,689	21,474	22,333
	707.70	735.00	763.00	793.10	823.20	856.10
	10.11	10.50	10.90	11.33	11.76	12.23
CLERK-TYPIST	16,891	17,493	18,151	18,826	19,537	20,251
	647.50	670.60	695.80	721.70	749.70	776.30
	9.25	9.58	9.94	10.31	10.71	11.09

OPERATIONAL PERSONNEL

SENIOR ELECTRICIAN	31,492	32,807	34,226	35,707	37,252	
	1,207.20	1,257.60	1,312.00	1,368.80	1,428.00	
	15.09	15.72	16.40	17.11	17.85	

ELECTRICIAN	29,551	30,824	32,139	33,495	34,956	
	1,132.80	1,181.60	1,232.00	1,284.00	1,340.00	
	14.16	14.77	15.40	16.05	16.75	
ELECTRICIAN'S HELPER	22,330	23,248	24,166	25,126	26,170	
	856.00	891.20	926.40	963.20	1,003.20	
	10.70	11.14	11.58	12.04	12.54	
CARPENTER	26,170	27,234	28,382	29,551	30,824	
	1,003.20	1,044.00	1,088.00	1,132.80	1,181.60	
	12.54	13.05	13.60	14.16	14.77	
CARPENTER'S HELPER	22,330	23,248	24,166	25,126	26,170	
	856.00	891.20	926.40	963.20	1,003.20	
	10.70	11.14	11.58	12.04	12.54	
SENIOR MECHANICAL MAINTENANCE TRADESPERSON	27,819	28,967	30,177	31,492	32,807	
	1,066.40	1,110.40	1,156.80	1,207.20	1,257.60	
	13.33	13.88	14.46	15.09	15.72	
MAINTENANCE OPERATOR B	22,330	23,248	24,166	25,126	26,170	
	856.00	891.20	926.40	963.20	1,003.20	
	10.70	11.14	11.58	12.04	12.54	
MAINTENANCE OPERATOR A	21,495	22,330	23,248	24,166	25,126	
	824.00	856.00	891.20	926.40	963.20	
	10.30	10.70	11.14	11.58	12.04	
MAINTENANCE HELPER	19,200	19,909	20,702	21,495	22,330	
	736.00	763.20	793.60	824.00	856.00	
	9.20	9.54	9.92	10.30	10.70	

SECURITY PERSONNEL

SECURITY GUARD	18,782	19,533	20,264	21,057	21,933	22,768
	720.00	748.80	776.80	807.20	840.80	872.80
	9.00	9.36	9.71	10.09	10.51	10.91

PARKING LOT PERSONNEL

PARKING LOT ATTENDANT	17,196	17,822	18,490	19,200	19,909	20,702
	659.20	683.20	708.80	736.00	763.20	793.60
	8.24	8.54	8.86	9.20	9.54	9.92

BUILDING SERVICE PERSONNEL

BUILDING SERVICE FOREMAN	21,495 824.00 10.30	22,330 856.00 10.70	23,248 891.20 11.14	24,166 926.40 11.58	25,126 963.20 12.04	26,170 1,003.20 12.54
BUILDING SERVICE WORKER	16,904 648.00 8.10	17,509 671.20 8.39	18,156 696.00 8.70	18,782 720.00 9.00	19,533 748.80 9.36	20,264 776.80 9.71

APPENDIX A

APPLICATION OF BENEFITS TO PART-TIME EMPLOYEES

DEFINITIONS

1:01 "Part-time employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

1:02 "Casual employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.

1:03 Accumulated service means the equivalent length of service acquired by an employee by virtue of his employment.

eg. For an employee in an 8 hour per day classification:

8 hours work equals one day of accumulated service;
40 hours work equals one week of accumulated service;
80 hours work equals one bi-weekly pay period of accumulated service;
168 hours work equals one month of accumulated service;
2016 hours work equals one year of accumulated service;

a) For purposes of accumulated service, overtime hours are not included.

b) Accumulated service must be continuous service. i.e. there must have been no break in service involving termination of the employee.

1:04 Calendar service is based on continuous service with the employer. eg. one year of continuous employment equals one year of calendar service.

1:05 These guidelines are effective the bi-weekly pay period following the date of signing.

APPLICATION

2:01 The Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 hours of accumulated service.

2:02 The Agreement does not apply to casual employees.

2:03 The determination as to whether an employee is part-time or casual is the sole and exclusive right of management. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

CONVERSIONS

3:01 A part-time employee who is converted to casual is no longer covered by the collective agreement effective the date of his conversion.

3:02 A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.

3:03 Where a part-time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence.

While this does not affect the continuity of his employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

GENERAL PRINCIPLES

4:01 Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two part-time employees were sharing a full time position the total cost to the Corporation of that benefit is no greater than the cost of having the position filled by a full-time employee.

4:02 In pro rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight weeks and dividing by 320.
i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight weeks}}{320}$$

BENEFITS

5:01 Part-time employees will only be eligible for the benefits specifically identified in this section.

5:02 Holidays

a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

i) did not fail to report for work after having been scheduled to work on the day of the holiday and

ii) has not absented himself from work without the consent of the employing authority on his regular working day immediately preceding or following the holiday unless his absence is by reason of established illness.

b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.

5:03 Vacation

a) 21 days of accumulated service equals one vacation credit. (i.e. 1 1/4, 1 2/3, 2 1/12, or 2 1/2 days).

Note: an employee begins accumulating service on the first day of the month following his date of appointment unless the employee has been appointed on the first of a month.

b) Long service vacation eligibility is based on calendar service.

5:04 Sick Leave

a) 10 days of accumulated service equals one sick leave credit (i.e. 1/2 or 1 day)

Note: an employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first of a bi-weekly pay period.

b) calendar service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one day per bi-weekly pay period rather than one-half day per bi-weekly pay period).

c) Part-time employees are not eligible for additional sick leave extensions as provided under Article 21:04.

5:05 Compassionate Leave, Paternity Leave, Adoptive Parent Leave, Court Leave

a) These types of paid leave will be pro rated by multiplying the number of days the employee would qualify for by the pro rating factor.

b) In the case of Adoptive Parent Leave without pay, an employee is eligible for the full calendar time benefit.

5:06 Maternity Leave

a) Part-time employees are only eligible for Maternity Leave as set out in Plan A in the Collective Agreement.

b) To qualify for maternity leave, calendar service is used. (i.e. nine (9) months).

c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement. (i.e. 20 weeks)

d) The application of ten days sick leave towards the U.I.C. waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to 10 days) by the pro rating factor.

5:07 Workers' Compensation

An employee who is eligible for Workers' Compensation may use accumulated sick leave to supplement Workers' Compensation in order that the employee's regular take-home pay is maintained. The regular take-home pay shall be based on the average of the previous eight weeks work prior to becoming eligible for Workers' Compensation.

5:08 Severance Pay

Accumulated service is the basis for meeting the minimum service requirement (i.e. 3 or 10 years) and for the calculation of severance pay (eg. 10 1/2 years accumulated service multiplied by one week's pay equals 10 1/2 weeks of severance pay).

5:09 Notice of Lay-Off, Resignation or Termination

a) The period of notice required to be given by the employee or the employer is the same as that applicable to full-time employees.

b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro rating factor.

5:10 Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

5:11 Overtime

a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification. (i.e. 8 hours)

b) Overtime on a day of rest is only payable when an employee has worked at least five days in a week.

i.e. A part-time employee only has two "days of rest" per week.

Note: Certain shift configurations may require working more than five days per week without payment of overtime.

5:12 Shift Premium

An employee must work an entire 8 hour shift in order to qualify for shift premium.

5:13 Probation

a) The period of probation is based on calendar service.

b) Notwithstanding any provision of the collective agreement, this period may be extended by the corporation for any reason provided twelve (12) months probation is not exceeded.

5:14 Seniority

Seniority is based on accumulated service.

5:15 Lay-Off

Accumulated service is used for purposes of lay-off.

5:16 Dental Plan

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for single coverage of dental expenses only. No coverage for a spouse or dependents will be provided. For purposes of eligibility determination, accumulated hours are used.

eg. A regular employee requires 1040 hours.

MEMORANDUM OF AGREEMENT

SUBJECT: Dental Plan

The parties agree to change the existing Dental Plan in accordance with the following:

(1) Effective the start of the month following the date of signing of the collective agreement, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed from the 1987 Manitoba Dental Association Fee Schedule to the 1988 Manitoba Dental Association Fee Schedule.

(2) Effective the later of January 1, 1989 or the effective date of the 1989 Manitoba Dental Association Fee Schedule and limited to dental work performed on and after that date, the basis of payment for covered services shall be changed from the 1988 Manitoba Dental Association Fee Schedule to the 1989 Manitoba Dental Association Fee Schedule.

(3) Effective the later of January 1, 1990 or the effective date of the 1990 Manitoba Dental Association Fee Schedule and limited to dental work performed on and after that date, the basis of payment for covered services shall be changed from the 1989 Manitoba Dental Association Fee Schedule to the 1990 Manitoba Dental Association Fee Schedule.

(4) Orthodontic Coverage
Effective January 1, 1988, and limited to orthodontic treatments under an approved plan performed on and after that date. orthodontic coverage under the Dental Plan will be continued for dependant children up to the child's nineteenth (19th) birthday provided:

(a) orthodontic treatment was approved by the carrier and commenced prior to the child's eighteenth (18th) birthday;
(b) the child continues to be a dependant of the employee;
(c) coverage is limited to 50% of allowable expenses;
(d) coverage is subject to a lifetime maximum of one thousand, two hundred dollars ($1,200) per eligible dependant child up to and including age 17.

On Behalf of the Manitoba Government Employees' Association

April 1st, 1988
Date

On Behalf of the Corporation

Witness

Witness

MEMORANDUM OF AGREEMENT

SUBJECT: Lay-Offs

The parties hereto agree as follows:

1) This memorandum is effective date of signing to March 23, 1991 inclusive.

2) During the term of this memorandum there will be no lay-offs of regular full-time employees.

On Behalf of the Manitoba Government Employees' Assoc.

April 22, 1988
Date

On Behalf of the Manitoba Centre Corporation

Witness

Witness